

1. AGREEMENT

1. 協議

1.1 The "Agreement" means: (i) the applicable purchase order issued by Accenture; (ii) these General Terms and Conditions of Purchase ("General Terms"); and (iii) additional written agreements, if any, relating to the transaction signed by Accenture and the indicated provider such as a master agreement, statement of work or letter agreement ("Additional Agreements"). The Agreement is the sole and exclusive agreement between the indicated provider ("Supplier") and Accenture with respect to the goods and/or services provided by Supplier under the applicable purchase order (collectively, "Deliverables"). By providing any Deliverables to Accenture, Supplier agrees it is bound by the Agreement. Supplier and/or Accenture may be referred to as a "Party" or "Parties" in these General Terms. "Accenture" means the Accenture entity that is a party to the Agreement and its Affiliates (collectively, "Accenture").

1.1 本“協議”指：(i) 由埃森哲發出的應適用的採購訂單；(ii) 本採購通用條款和條件（“通用條款”）；以及 (iii) 如果有，其他由埃森哲與供應商簽署的與本交易相關的書面協議，例如主協議、工作說明書或信函協議（“附加協議”）。本協議是提供商（“供應商”）與埃森哲就採購訂單中的貨物和/或服務（統稱為“交付成果”）達成的唯一的、排他的協議。供應商同意，向埃森哲提供任何交付成果均受本協議約束。在本通用條款中，供應商和/或埃森哲可能被稱為“一方”或“雙方”。“埃森哲”是指作為本協議一方的埃森哲實體及其關聯方（統稱為“埃森哲”）。

1.2 In the event of any conflict among the terms of the Agreement, the following order of precedence will apply: (i) the Additional Agreements; (ii) the applicable purchase order issued by Accenture; and (iii) these General Terms.

1.2 如果本協議條款之間有任何衝突，按以下順序優先適用：(i) 附加協議；(ii) 由埃森哲發出的應適用的採購訂單；以及 (iii) 本通用條款。

1.3 An "Affiliate" means any entity, whether incorporated or not, that is controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland with its registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (registration number 471706) and its successors, where "control" means the ability, whether directly or indirectly, to direct the management and policies of another entity by means of ownership, contract or otherwise.

1.3 “關聯方”是指任何直接或間接受埃森哲有限公司（Accenture plc）控制、控制埃森哲有限公司，或與埃森哲有限公司受共同控制的實體（無論是否具有獨立法人資格）。埃森哲有限公司是一家根據愛爾蘭法律設立的公眾有限公司，註冊地址為 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland（註冊號 471706），並包括其繼承人及承繼主體。「控制」是指通過所有權、合同安排或其他方式，直接或間接擁有主導另一實體管理和政策決策的能力。

2. PERFORMANCE/ WARRANTIES

2. 履行/保證

Supplier warrants and undertakes that the Deliverables will be free from defects in material and workmanship and will conform to any specifications or requirements in the Agreement or agreed upon by the Parties in writing. Supplier warrants that if any Deliverable(s) fails to meet any such specifications or requirements or is otherwise nonconforming, Supplier will, at its own cost and expense and within 10 days of its receipt of written notice of such failure, either correct such deficiency or provide a plan acceptable to Accenture for correcting such deficiency. If such deficiency is not corrected within such 10-day period or a corrective plan is not accepted by Accenture, Accenture will have the option to require Supplier to: (i) provide a full refund; or (ii) promptly replace or reperform the Deliverable(s) at no charge. All Deliverables will be subject to an inspection and acceptance by Accenture, even if the Parties have not set forth any specifications or requirements regarding the Deliverables in the Agreement.

供應商保證和承諾，交付成果絕無材質和工藝上的缺陷，並符合本協議約定的或雙方書面同意的一切規格或要求。供應商保證，如果任何交付成果未能滿足這些規格或要求或者在其他方面不合規，供應商將在收到不符合規定及要求的書面通知後 10 天內自費糾正此類缺陷或向埃森哲提交其認可的缺陷糾正計畫。如果未能在此 10 天期限內糾正缺陷或埃森哲不接受此糾

正計畫，埃森哲將有權要求供應商：(i) 全額退款；(ii) 立即免費更換或重新提供。即使雙方未在本協議中約定有關交付成果的任何規格或要求，所有交付成果也須經過埃森哲的檢查和驗收。

3. DELIVERY

3. 交付

Prices will be based on delivery at the location specified by Accenture, with all duties, tariffs, freight, insurance and other costs related to transportation and delivery being the responsibility of Supplier. Title to and risk of loss/damage for goods remain with Supplier until the goods have been delivered, inspected and accepted by Accenture. Supplier is the importer and exporter of record. Supplier agrees to provide free replacement of goods lost or damaged in transit, at no additional charge, within 3 business days of receipt of notice from Accenture. For Supplier's delivery of goods, time is of the essence. In the event Supplier does not deliver goods on time, Accenture may terminate the Agreement as provided for in Section 8.

價格將根據埃森哲指定的交付地點來確定，包含由供應商所承擔的所有的稅款、關稅、運費、保險費及其他與運輸和交付相關的費用。所有權及滅失、毀損的風險在貨物送達且經埃森哲檢查及驗收後才由供應商處轉移至埃森哲。供應商負責進出口申報。供應商同意在收到埃森哲通知後 3 個工作日內，免費更換運輸途中丟失或毀損的貨物，不收取額外費用。供應商交付貨物，時間至關重要。如果供應商未能準時交付貨物，埃森哲可以根據第 8 條的規定終止本協議。

4. PAYMENT, INVOICING, AUDIT AND TAXES

4. 付款、開票、審計和稅款

4.1 Unless otherwise expressly agreed by the parties, all prices under this Agreement shall be deemed to be inclusive of any applicable value-added tax (VAT) or other similar taxes and shall be settled in the lawful currency of the jurisdiction in which the relevant Accenture contracting entity is located. In recognition of the fact that actual performance of this Agreement may involve installment payments, different tax treatments, or other similar circumstances, the specific amount of each payment and whether such payment includes applicable taxes shall be discussed and confirmed by the parties based on the actual transaction arrangement. The final payment amounts shall be determined in accordance with the payment arrangements agreed by the parties and the corresponding invoicing details.

4.1 除雙方另有明確約定外，本協議項下價格均應視為已包含適用的增值稅或其他類似稅費，並應以相關埃森哲簽約主體所在司法管轄區的法定貨幣進行結算。鑑於實際履行過程中可能存在分期付款或不同稅務處理方式等情形，各筆付款的具體金額及其是否包含相關稅費，應由雙方根據實際交易安排予以協商並確認，並以雙方確認的付款安排及開票情況為準。

4.2 Supplier is entitled to invoice Accenture after delivery has taken place in accordance with Section 3 above. Invoices will be addressed to the invoicing department of the Accenture entity in the Agreement. All invoices submitted to Accenture must include adequate documentation, including, as applicable: (i) a statement that the Deliverables comply with the provisions of the Agreement; (ii) an explanation of the Deliverables provided during the period covered by the invoice, including applicable purchase order number, invoice number, invoice date, name of the requestor, description of the Deliverables and the corresponding price; and (iii) if expense reimbursement is provided for in the Agreement in relation to Supplier's services, itemized expenses with receipts or other documentation if a receipt is unavailable.

4.2 供應商有權在根據上文第 3 條的規定交付後向埃森哲開票。發票將寄給本協議中埃森哲實體的發票部門。提交給埃森哲的所有發票都必須附上足夠的書面檔，包括（如適用）：(i) 交付成果符合本協議約定的聲明；(ii) 在發票期限內有關交付成果的說明，包括適用的採購訂單號、發票號、發票日期、申請人姓名、交付成果描述及對應的價格；以及 (iii) 如果埃森哲就本協議中供應商的服務提供了報銷，在沒有發票時須有分項費用收據或其他書面憑證。

4.3 Accenture will make payment within 60 days after receipt of Supplier's valid invoice in accordance with the Agreement. Payment of an invoice (in whole or in part) will not be deemed acceptance of any Deliverables.

4.3 埃森哲將根據本協議的規定，在收到供應商開具的有效發票後 60 天內付款。支付發票（全部或部分）金額不得視為已驗收任何交付成果。

4.4 Accenture is entitled to postpone and/or offset payment if the Supplier owes Accenture money for any reason or if Accenture disputes the amount due in good faith.

4.4 如果供應商因任何理由尚有埃森哲欠款未結清，或者如果埃森哲對發票金額善意地提出異議，埃森哲有權推遲和/或抵銷付款。

4.5 During the term of the Agreement and for a period of 3 years thereafter, Accenture will have the right, at its expense, to audit the books and records of Supplier related to Supplier's activities under the Agreement.

4.5 在本協議有效期間及到期後 3 年內，埃森哲將有權自費審計供應商與本協議相關活動的單據和記錄。

4.6 Applicable taxes will be billed as a separate item or line item. Accenture will pay sales, use, value added, goods and services, and all other similar taxes imposed by any official, authorized governmental entity for Deliverables provided under the Agreement, excluding taxes based solely on Supplier's income or property. Accenture will pay such tax(es) in addition to the sums due under the Agreement provided that Supplier itemizes them on a proper invoice. Accenture reserves the right to request proof of payment if previously paid by Supplier. If Accenture is required to withhold or deduct any taxes from any payment, Accenture will not be required to "gross up" the amount of such payment and will pay the total amount reflected on the invoice less the applicable withholding taxes. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible. Each Party will provide and make available to the other Party any resale certificates, treaty certifications and other exemption information reasonably requested by the other Party. Notwithstanding the foregoing, provided Accenture furnishes Supplier with a copy of a resale exemption certificate, no sales taxes will be billed to Accenture.

4.6 適用的稅款將在帳單中分開列明或單項列明。埃森哲將支付銷售、使用、增值、貨物與服務、及其他類似的由任何正式授權政府機構對本協議中提供的交付成果所徵收的稅款，基於供應商收入或財產徵收的稅款除外。除了本協議項下的總價款之外，埃森哲還將支付上述稅款，但前提是供應商在適當的發票上分項列明以上稅款。如果供應商已預先繳納，埃森哲保留要求供應商提供納稅憑證的權利。若埃森哲根據適用法律法規要求就任何付款代扣、代繳或扣繳稅款，埃森哲無義務就該等稅款對付款金額進行補足。埃森哲應按照發票載明的應付金額，在扣除適用的代扣代繳稅款後支付餘額，並將依法扣繳的稅款繳納給相關稅務機關。雙方將誠信合作以在法律允許的範圍內儘量減少稅款。經一方合理要求，另一方向其提供任何轉售證明、稅收協定證明和其他豁免資訊。儘管有上述規定，如果埃森哲向供應商提供轉售豁免證明的副本，供應商不得向埃森哲收取銷售稅。

4.7 Each Party has established, maintains and enforces policies, processes and controls as required by law and in accordance with any regulation or published guidance of tax authority to prevent the facilitation of tax evasion. The Parties agree to notify each other in writing within a reasonable timeframe of a breach of this Section or an attempt to facilitate tax evasion (either by the relevant Party or any other third-party) where this may affect the provision or receipt of the Provider Offerings or the operation of the Parties' businesses or the Parties' compliance with tax evasion law. A breach of the Section is deemed a material breach in accordance with the relevant "Termination" Section.

4.7 各方均已依據適用法律及稅務機關之相關規定，建立、維護並執行適當之政策、程序及管控措施，以防止任何促成逃稅之行為。倘任何一方知悉有違反本條規定或企圖協助逃稅之情事，且該情事可能影響產品或服務之提供或接受、雙方業務營運，或雙方遵守相關反逃稅法律之義務，該方應於合理期間內以書面通知另一方。依本協議終止條款之規定，任何違反本條款之行為均應構成重大違約。

5. OWNERSHIP OF DELIVERABLES & INTELLECTUAL PROPERTY RIGHTS

5. 交付成果所有權&智慧財產權

5.1 Supplier hereby assigns and grants to Accenture all rights and licenses necessary for Accenture to access, use, transfer, and sell the Deliverables and to exercise the rights granted under the Agreement, and pass-through the same to its Affiliates and designated users, for the use and benefit of Accenture and in providing services to Accenture's clients and business partners. Except with respect to any proprietary materials, programs, and documentation provided by Supplier or its suppliers and in existence prior to the services being performed under the Agreement ("Pre-Existing Materials"), all right, title and interest in the Deliverables, including all intellectual property rights, will be the exclusive property of Accenture, to the extent permitted by applicable law. Supplier hereby assigns to Accenture ownership of all right, title and interest in the Deliverables (excluding Pre-Existing Materials) and waives any moral rights therein.

5.1 供應商在此轉讓和授予埃森哲用於訪問、使用、轉讓、出售交付成果以及行使本協議項下權利所必需的一切權利和許可，並將此權利及許可同樣授予埃森哲的關聯方及指定用戶，以供埃森哲使用或受益，並向其客戶和業務夥伴提供服務。只要法律允許，除了有關任何專利品、專案方案、由供應商或其供應商提供的文檔、以及在履行本協議義務之前存在的材料（“已有材料”）之外，交付成果的一切權利、所有權和收益（包括所有智慧財產權）都屬於埃森哲的專有財產。供應商在此向埃森哲轉讓交付成果的一切權利、所有權和收益（不包括已有材料），並放棄其中的任何人身權利。

5.2 Supplier hereby assigns and grants to Accenture an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to use and modify the Pre-Existing Materials to the extent necessary for Accenture to use the Deliverables as provided for in Section 5.1 above. Pre-Existing Materials or open source software will not be incorporated into any Deliverable without Accenture's prior written approval.

5.2 供應商在此向埃森哲轉讓和授予不可撤銷的、非排他的、全球範圍內的、永久的和全額付清的權利和許可，以便埃森哲按照上述 5.1 條的規定在必要的範圍內進行使用和修改已有材料。未經埃森哲事先書面批准，任何交付成果中不得含有已有材料或開源軟體。

5.3 To the extent the Deliverables consist of software, Accenture will be entitled to install and use the software on equipment owned or controlled by Accenture or on cloud platforms provided by third parties. For avoidance of doubt, to the extent that any Deliverables consist of cloud-based services, such cloud-based services may be used by Accenture as provided for in Section 5.1 above.

5.3 如果交付成果由軟體組成，埃森哲有權在埃森哲自有設備或其控制的設備，或者由第三方提供的雲平台上安裝及使用該軟體。為避免產生疑義，如任何交付成果由雲服務組成，埃森哲可按照上述第 5.1 條的規定使用該等雲服務。

5.4 Supplier agrees to defend, hold harmless and indemnify Accenture from any claim that a Deliverable (or any portion thereof) infringes or misappropriates any intellectual property right of a third party. In addition, if a claim of infringement is made, Supplier will, at its own expense, promptly exercise the first of the following remedies that is practicable: (i) obtain for Accenture the rights granted under the Agreement; (ii) modify the Deliverable so it is non-infringing and in compliance with the Agreement; (iii) replace the Deliverable with a non-infringing one that complies with the Agreement; or (iv) accept the return or cancellation of the infringing Deliverable and refund any amount paid.

5.4 供應商同意就埃森哲所遭受的任何由交付成果（或其任何部分）引起的侵犯或盜用任何協力廠商智慧財產權的索賠進行辯護、使之免受損害及賠償埃森哲。另外，如果發生侵權索賠，供應商將立即自費實施以下補救措施中首先可操作的措施：(i) 為埃森哲爭取本協議中享有的權利；(ii) 修改交付成果，使其不侵權並符合本協議；(iii) 用不侵權的且符合本協議規定的交付成果進行替換；或者 (iv) 接受埃森哲退貨或取消侵權的交付成果，並退還所有已付款項。

6. COMPLIANCE WITH LAWS

6. 遵守法律

6.1 Supplier represents and warrants that it is aware of, understands, has complied with, and will comply with, all laws applicable to Supplier in the performance of the Agreement, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws; (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR"); (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labor and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws. Supplier will not provide any Deliverables to Accenture that would cause a violation of any such laws.

6.1 供應商聲明並保證知悉、瞭解、已遵守和將遵守一切適用於供應商履行本協議的法律，包括但不限於：(i) 反腐敗法律，例如《美國海外反腐敗法》、《英國反賄賂法》和其他當地反腐敗法律；(ii) 資料隱私法律、法規和監管指南，例如 2016 年 4 月 27 日頒佈的《歐盟通用資料保護條例》2016/679；(iii) 出口/進口和經濟制裁法律（“《貿易管制法》”）；(iv) 移民、勞工和就業法律；(v) 就業機會和反歧視法律；以及(vi) 環境法律。供應商將不會向埃森哲提供任何會導致埃森哲違反上述法律的交付成果。

6.2 Unless otherwise agreed in writing, the Supplier will not provide any Deliverables to Accenture that require an export license or other form of government authorization under applicable Trade Control Laws to transfer or use in connection with the Agreement. Upon request, the Supplier will provide Accenture with the export control classification under applicable Trade Control Laws of any Deliverables provided in the performance of the Agreement.

6.2 除非另有書面約定，否則供應商將不會向埃森哲提供需要出口許可證或根據適用的《貿易管制法》需要其他形式的政府機構授權才能轉讓或使用的任何交付成果。經埃森哲要求，供應商將向其提供交付成果適用《貿易管制法》規定的出口管制類別。

6.3 Supplier will promptly notify Accenture of its violation of any applicable laws in its performance of the Agreement, and will defend, hold harmless and indemnify Accenture for any violation of such laws or a breach of Section 14.

6.3 供應商將立即告知埃森哲供應商在履行本協議時違反任何適用法律的行為，並對其任何違反此類法律或第 14 條規定的行為，為埃森哲辯護，使之免遭損害並賠償埃森哲。

7. LIABILITY AND INSURANCE

7. 責任和保險

7.1 To the extent permitted by law, in no event will Accenture be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. To the extent permitted by law, in no event will Accenture's aggregate liability to Supplier for all claims exceed the total price payable by Accenture to Supplier under the Agreement.

7.1 在法律允許的範圍內，埃森哲在任何情況下都不會為任何收入損失、利潤損失、偶然、間接、後果性、特殊或懲罰性損害承擔責任。在法律允許的範圍內，埃森哲對供應商的所有責任在任何情況下都不得超過埃森哲根據本協議向供應商支付的全部金額。

7.2 Supplier will obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice. If Supplier will have any access to personal data under the Agreement, such insurance will include cyber liability (data privacy) coverage.

7.2 供應商將取得及維持所有適用的、恰當的保險，（包括但不限於業務、員工賠償、機動車、錯誤和疏漏、專業和商業通用及責任保險），保險的金額應與其行業行為相符。如果供應商將根據本協議訪問個人資料，則此保險將含有網路責任（資料隱私）保險的覆蓋範圍。

8. TERMINATION

8. 終止

Accenture may immediately terminate the Agreement for its convenience (for any or no reason) at any time, in whole or in part, by providing written notification

to Supplier. Unless expressly provided for in the Agreement, Accenture will have no obligation to pay any early termination fee or extra charges in relation to such termination.

埃森哲可以在向供應商發出書面通知後，在其方便的任何時間（出於任何理由或沒有理由）立即終止本協議的全部或部分內容。除非本協議中另有明確規定，埃森哲將沒有義務支付因提前終止而產生的任何費用或與該終止相關的其他額外費用。

9. CONFIDENTIALITY AND PUBLICITY

9. 保密和公開

9.1 Supplier will keep the existence, nature and the content of the Agreement, Accenture Data (as defined in Section 14.1), and any other information of Accenture, confidential and not disclose it to any other person. Supplier will ensure that its personnel, contractors and agents (collectively, "Personnel") are aware of, and have committed to, confidentiality and legal obligations with respect to such information. Supplier will not make any reference to the Agreement, its terms, business information, or use Accenture's name, logo or trademark in any public announcements, promotions or any other communication without Accenture's prior written consent.

9.1 供應商將對本協議的存在、性質及內容、埃森哲資料（按第 14.1 條的定義）及任何其他埃森哲資訊保密，並不會向任何其他他人披露。供應商將確保其員工、承包商和代理（統稱為“人員”）知悉和承諾與此類資訊相關的保密義務及法律義務。未經埃森哲事先書面同意，供應商不得在任何公告、推廣或任何其他溝通中提及本協議、本協議之條款、業務資訊或使用埃森哲的名稱、標識或商標。

9.2 Supplier may only use such confidential information for the purpose of performing its obligations under the Agreement.

9.2 供應商僅能就履行本協議項下義務的目的而使用此類保密資訊。

9.3 Upon: (i) expiration or termination of the Agreement; or (ii) the request of Accenture; Supplier will return all confidential information of Accenture and Accenture Data or delete such information.

9.3 當：(i) 本協議到期或終止時，或(ii) 埃森哲要求時；供應商將返還埃森哲的一切機密資訊和埃森哲資料，或者刪除此類資訊。

10. ASSIGNMENT AND SUBCONTRACTING

10. 轉讓和分包

10.1 Supplier is engaged as an independent contractor. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership or employment relationship between Accenture and Supplier (including its Personnel). Accenture will have no liability or responsibility for Supplier's Personnel. Supplier will remove Personnel from any assignment under the Agreement, for any lawful reason at Accenture's sole and reasonable discretion.

10.1 供應商為本協議的獨立承包商。本協議中的任何內容都不得視為或解釋為埃森哲與供應商（包括其人員）之間建立合資、合夥或僱傭關係。埃森哲將不會對供應商的人員承擔責任或義務。在埃森哲單方給出合理的、合法的原因時，供應商可根據本協議將人員從任何工作中調離。

10.2 Supplier will not assign, transfer or subcontract the Agreement or its rights or obligations (including its data privacy obligations) to any third party (whether resulting from a change of control, merger or otherwise) without Accenture's prior written consent. In any event Supplier will remain solely responsible for any and all acts, errors or omissions of its subcontractors (including its sub-processors).

10.2 未經埃森哲事先書面同意，供應商不會將本協議或其權利或其義務（包括其資料隱私義務）分配、轉讓或分包給任何協力廠商（無論是因控制權變更、合併還是其他原因導致）。無論如何，供應商都將對其分包商（包括其分處理商）的任何及一切行為、錯誤或疏漏承擔全部責任。

10.3 Accenture's rights, benefits and/or obligations under the Agreement may be assigned or transferred to any Affiliate. Supplier hereby provides its consent in advance for such assignment or transfer.

10.3 埃森哲在本協議項下的權利、利益和/或義務可能被轉讓或轉移給任何

關聯方。供應商在此對上述轉讓或轉移表示同意。

11. SUPPLIER STANDARDS OF CONDUCT

11. 供應商行為標準

Provider must comply with the Accenture Supplier Standards of Conduct [<https://www.accenture.com/content/dam/accenture/final/a-com-migration/pdf/pdf-58/accenture-supplier-standards-of-conduct-final-en.pdf#zoom=50>], as updated by Accenture from time to time (the 'Accenture Supplier Standards'). Without prejudice to the foregoing, Provider:

- warrants and represents to Accenture that it: (1) conducts risk-based human rights and environmental due diligence in its supply chain as appropriate; and (2) requires its own direct suppliers to comply with equivalent obligations to those set out in the Accenture Standards; and
- must report to the Accenture Business Ethics Helpline any suspected or actual violations of the Accenture Standards.

供應商必須遵守埃森哲供應商行為規範

[<https://www.accenture.com/content/dam/accenture/final/a-com-migration/pdf/pdf-58/accenture-supplier-standards-of-conduct-final-en.pdf#zoom=50>], 該規範由埃森哲不時更新（“埃森哲供應商規範”）。在不影響上述條款的情況下，供應商：a. 向埃森哲保證並聲明：（1）在其供應鏈中酌情開展基於風險的人權和環境盡職調查；（2）要求其自己的直接供應商遵守與埃森哲標準中規定的同等義務；以及 b. 必須向埃森哲商業道德幫助熱線報告任何涉嫌或實際違反埃森哲標準的行為。

12. GOVERNING LAW AND DISPUTES

12. 適用法律和爭議

12.1 The Parties will make good faith efforts to resolve, in a confidential manner, any dispute which may arise under the Agreement, by escalating it to higher levels of management, prior to resorting to litigation or other legal process.

12.1 在提起訴訟或其他法律程式之前，雙方將以保密的方式，將任何有關本協議的爭議提交給更高級別的管理人員以善意地解決。

12.2. The Agreement and any dispute or matter arising under it will be governed by the laws of the country where the Accenture entity in the Agreement is located, without giving effect to conflict of laws rules. Subject to Section 12.1, the courts of such country will have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

12.2. 本協議以及任何有關本協議引起的爭議或事宜將受埃森哲實體所在國的法律管轄，不受法律衝突規則的約束。按照第 12.1 之規定，該國法院享有專屬管轄權。《聯合國國際貨物銷售合同公約》則不適用。

13. GENERAL

13. 通用條款

13.1 No delay or failure by either Party to exercise any of its powers, rights or remedies under the Agreement will operate as a waiver of them. For purpose of the Agreement an email will be deemed to be “written” or a “writing”.

13.1 任何一方延遲或未能行使本協議賦予的權力、權利或採取補救措施，不得被視為放棄該權力、權利或採取補救措施。就本協議之目的，電子郵件將被視為“書面”文件。

13.2 If any part of the Agreement is found to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

13.2 如果本協議的任何部分被視為無效、非法或不可執行，則該部分將與其餘部分分離，其餘部分將在法律允許的最大範圍內繼續有效並執行。

13.3 Any changes to the Agreement will be valid and binding only if such changes are set forth in a written agreement signed by Supplier and Accenture. Any click-through, online or other terms or licenses accompanying any Deliverables are null and void and will not bind Accenture. The Parties expressly agree that any counter offer by Supplier or terms contained in the Supplier's response to, or acknowledgment or acceptance of, the Agreement, if any, that are additional to,

or different from, the terms set forth in the Agreement will not apply and are hereby expressly rejected by Accenture.

13.3 本協議的任何變更只有在供應商和埃森哲簽署書面協議後才有效並對雙方具有約束力。任何伴隨交付成果的點擊、網上或其他條款、許可都是無效的，對埃森哲無任何約束力。雙方明確同意，任何供應商的反要約或其對本協議的回復、確認書或同意書中包含的條款，（如有）只要是額外添加的，或不同於本協議的條款均不適用，埃森哲在此明確拒絕。

13.4 The provisions of these General Terms, which by their nature survive termination or expiration, including but not limited to provisions 1, 4, 5, 6, 7, 9, 12, 13, 14 and 15, will survive any termination or expiration of the Agreement.

13.4 按性質在本協議終止或到期後繼續有效的通用條款（包括但不限於第 1、4、5、6、7、9、12、13、14 和 15 條）將在本協議終止或到期後繼續有效。

14. DATA PROTECTION AND PRIVACY

14. 資料保護和隱私

14.1 In addition to Supplier's obligations under Sections 6, 9, 10, and 15, Supplier will comply with this Section 14 when processing Accenture Personal Data. "Accenture Personal Data" means personal data owned, licensed, or otherwise controlled or processed by Accenture including personal data processed by Accenture on behalf of its clients. "Accenture Data" means all information, data and intellectual property of Accenture or its clients or other suppliers, collected, stored, hosted, processed, received and/or generated by Supplier in connection with providing the Deliverables to Accenture, including Accenture Personal Data.

14.1 除了第 6、9、10 和 15 條規定的供應商義務之外，供應商在處理埃森哲個人資料時還應遵守第 14 條的規定。“埃森哲個人資料”是指由埃森哲擁有、許可或以其他方式控制或處理的個人資料，包括由埃森哲代表其客戶處理的個人資料。“埃森哲資料”是指供應商在向埃森哲提供交付成果時而收集、存儲、託管、處理、接收和/或產生的有關埃森哲或其客戶或者其他供應商的一切資訊、資料和智慧財產權，包括埃森哲個人資料。

14.2 If Supplier processes Accenture Personal Data in the course of providing Deliverables to Accenture or fulfilling its obligations under the Agreement, Supplier will: (i) only process Accenture Personal Data in accordance with the written instructions of Accenture or to the extent reasonably necessary for the performance of the Agreement, and at all times in compliance with applicable laws; (ii) provide full cooperation and assistance to Accenture in ensuring that rights of individuals under applicable laws (including GDPR) are timely and appropriately addressed, for the fulfilment of Accenture's obligations to comply with such laws; (iii) make all reasonable efforts to ensure that Accenture Personal Data is accurate and up-to-date at all times while in its custody or under its control, to the extent Supplier has the ability to do so; (iv) fully assist and cooperate with Accenture and its clients in ensuring their compliance with applicable laws, including Articles 32 to 36 of GDPR where applicable. Supplier will make available to Accenture and/or any supervisory authority all information necessary to demonstrate Supplier's compliance with the Agreement and applicable laws, and allow for and contribute to audits and inspections conducted by Accenture; (v) not retain any Accenture Personal Data for longer than is necessary for the performance of the Agreement or as required by applicable law; and (vi) ensure that any sub-processor(s) (approved under Section 10.2) must be bound by a written agreement that includes the same data protection obligations as set out in the Agreement.

14.2 如果供應商在向埃森哲提供交付成果或履行本協議義務的過程中處理埃森哲個人資料，供應商將：(i) 只根據埃森哲的書面指示或在履行本協議之合理必要的範圍內處理埃森哲個人資料，而且始終遵守適用的法律；(ii) 全面配合和協助埃森哲確保及時適當地處理適用法律（包括 GDPR）項下的個人資料，以便埃森哲履行該法律規定的義務；(iii) 在供應商有能力的情況下，盡一切合理努力確保埃森哲個人資料在其監管或控制下始終是準確的、最新的；(iv) 全面協助和配合埃森哲及其客戶確保遵守適用的法律，包括 GDPR 第 32 至 36 條（如適用）。供應商將向埃森哲和/或任何監管機構提供必要的資訊以證明其遵守了本協議及適用的法律，允許及配合埃森哲開展的審計和檢查；(v) 保留任何埃森哲個人資料的時間不會長於履行本協議之必要或適用法律要求的時間；以及 (vi) 確保任何分處理商（根據第 10.2 條規定的批准）必須受一個具有與本協議所規定的資料保護義務同等

義務的書面協議的約束。

14.3 “Security Incident” means a known, or reasonably suspected, accidental or unauthorized loss, acquisition, disclosure, access, use or other form of compromise of Accenture Data. Supplier will implement and maintain commercially reasonable and appropriate physical, technical and organizational security measures, including those set out in Section 15 below, to protect Accenture Data against a Security Incident and all other unauthorized or unlawful forms of processing. Supplier will (i) notify Supplier's point of contact at Accenture in writing and without undue delay, and any event within 48 hours of Supplier's discovery of the Security Incident; and (ii) investigate the Security Incident, taking all necessary steps to eliminate or contain the Security Incident, including cooperating with Accenture's remediation efforts, mitigating any damage, and developing and executing a plan, subject to Accenture's approval, that promptly reduces the likelihood of a recurrence of the Security Incident.

14.3 “安全事件” 是指已知的或合理懷疑的意外或未經授權丟失、獲取、披露、訪問、使用或以其他方式洩露埃森哲資料。供應商將實施和維護商業上合理和適當的物理、技術和組織安全措施，包括下文第 15 條規定的措施，防止埃森哲資料發生安全事件和遭受所有其他未經授權或非法形式的處理。供應商將(i) 在發現安全事件後 48 個小時內以書面形式通知供應商的埃森哲連絡人，不得無故拖延；以及(ii) 調查安全事件，採取一切必要措施來消除或遏制安全事件，包括配合埃森哲的補救措施，減輕任何損害，以及制定和執行迅速降低安全事件復發可能性的計畫（需得到埃森哲的批准）。

14.4 Supplier will notify Accenture promptly in writing of any investigation, litigation, arbitrated matter or other dispute relating to Supplier's or its subcontractors' information security or privacy practices.

14.4 供應商將立即以書面形式告知埃森哲與供應商或其分包商資訊安全或隱私操作相關的任何調查、訴訟、仲裁事宜或其他爭議。

14.5 Supplier will not transfer, access or otherwise process Accenture Personal Data which originates from the European Economic Area (EEA), The United Kingdom of Great Britain and Northern Ireland (UK) and Switzerland to/from jurisdictions outside of an Approved Jurisdiction, without first entering into a legally valid data transfer mechanism(s) and/or additional agreement(s) with Accenture. “Approved Jurisdiction” means a member state of the EEA or any other jurisdiction or sector as may be approved by the European Commission as ensuring adequate legal protections for personal data, including UK and Switzerland.

14.5 供應商未事先與埃森哲訂立一個合法有效的資料傳輸機制和/或簽署任何附加協議的情況下，不得將源自歐洲經濟區（EEA）、英國（UK）和瑞士的埃森哲個人資料傳輸、訪問或以其他方式處理至/從某個未經批准的管轄區域。“經批准管轄區域”是指 EEA 的成員國或者歐盟委員會批准的符合個人資料的充分法律保護要求的任何管轄範圍或區域，包括英國和瑞士。

15. INFORMATION SECURITY

15. 資訊安全

15.1 Industry Standards. Supplier will implement appropriate technical and organizational security measures that comply with Industry Standards in all applicable goods, services, equipment, software systems and platforms that Supplier uses to access, process and/or store Accenture Data. “Industry Standards” means security measures that are commercially reasonable in the information technology industry and that are designed to ensure the security, integrity, and confidentiality of Accenture Data, and to protect against Security Incidents.

15.1 行業標準。 供應商將對用於訪問、處理和/或存儲埃森哲資料的所有適用貨物、服務、設備、軟體系統和平臺，實施符合行業標準的適當技術和組織安全措施。“行業標準”是指在資訊技術行業領域裡商業上合理的安全措施，以確保埃森哲資料的安全性、完整性和機密性以及防止發生安全事件。

15.2 Illicit Code. Except for the functions and features expressly disclosed in Supplier's documentation made available to Accenture, Deliverables will be free

of any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, malware, worms, date bombs, time bombs, shut-down devices, keys, authorization codes, back doors or passwords allowing Supplier access) that may result in any inoperability, damage, interruption, or interference of the Deliverables or any equipment on which the Deliverables reside or with which the Deliverables are capable of communicating.

15.2 非法代碼。 除了在供應商向埃森哲提供的檔中明確披露的功能和特性之外，交付成果不應含可能導致該交付成果、或該交付成果之上的任何設備、或使該交付成果能通訊的任何設備停止運轉、損壞、中斷或干擾的任何程式、副程式、代碼、指令、資料或功能（包括但不限於病毒、惡意軟體、蠕蟲病毒、定期炸彈、定時炸彈、關閉裝置、金鑰、授權代碼、後門或允許供應商訪問的密碼）。

15.3 Security of All Software Components. Supplier will inventory all software components (including open source software) used in Deliverables, and provide such inventory to Accenture upon request. Supplier will assess whether any such components have any security defects or vulnerabilities that could lead to a Security Incident. Supplier will perform such assessment prior to providing Accenture with access to such software components and on an on-going basis thereafter during the term of the Agreement. Supplier will promptly notify Accenture of any identified security defect or vulnerability and remediate same in a timely manner. Supplier will promptly notify Accenture of its remediation plan. If remediation is not feasible in a timely manner, Supplier will replace the subject software component with a component that is not affected by a security defect or vulnerability and that does not reduce the overall functionality of the Deliverable(s).

15.3 所有軟體元件的安全性。 供應商將清點在交付成果中使用的所有軟體元件（包括開源軟體），並應要求向埃森哲提供以上軟體元件的清單。供應商將評估所有軟體元件是否存在可能引發安全事件的任何安全缺陷或漏洞。在本協議有效期內，供應商將在向埃森哲提供對此類軟體元件的訪問權之前及之後持續進行此類評估。供應商將立即向埃森哲告知其發現的任何安全缺陷或漏洞，並及時進行修復。供應商將立即向埃森哲告知其修復計畫。如果無法及時修復，供應商將使用未受安全缺陷或漏洞影響且不會減少交付成果整體功能的元件來替換上述軟體元件。

15.4 Security Assessment. If Accenture reasonably determines, or in good faith believes, that Supplier's security practices or procedures do not meet Supplier's obligations under the Agreement, then Accenture will notify Supplier of the deficiencies. Supplier will without unreasonable delay: (i) correct such deficiencies at its own expense; (ii) permit Accenture, or its duly authorized representatives, to assess Supplier's security-related activities that are relevant to the Agreement; and (iii) timely complete a security questionnaire from Accenture on a periodic basis upon Accenture's request. Security issues identified by Accenture will be assigned risk ratings and an agreed-to timeframe to remediate. Supplier will remediate all the security issues identified within the agreed to timeframes. Upon Supplier's failure to remediate any high or medium rated security issues within the stated timeframes, Accenture may terminate the Agreement in accordance with Section 8 above.

15.4 安全評估。 如果埃森哲合理地確定或善意地認為，供應商的安全措施或流程無法滿足本協議對供應商的義務要求，埃森哲將告知供應商該等缺陷。供應商毫不拖延地：(i) 自費糾正這些缺陷；(ii) 允許埃森哲或其正式授權代表對供應商與本協議相關的安全相關活動進行評估；以及 (iii) 應埃森哲要求，及時完成埃森哲定期提供的安全調查問卷。埃森哲對其發現的安全問題將確定風險等級並與供應商商定修復期限。供應商將在商定的期限內修復發現的所有安全問題。當供應商無法在規定的期限內修復任何高或中等級別安全問題時，埃森哲可根據上文第 8 條的規定終止本協議。

15.5 Application Hardening. Supplier will comply with this Section 15.5 if Supplier is providing Accenture with access to or the use of any software, including software-as-a-service or cloud-based software. Supplier will maintain and implement secure application development policies, procedures, and standards that are aligned to Industry Standard practices (e.g., SANS Top 35 Security Development Techniques and Common Security Errors in Programming and the OWASP Top Ten project). This applies to web application, mobile application, embedded software, and firmware development. All Personnel responsible for application design, development, configuration, testing, and deployment will be

qualified to perform such activities and receive appropriate training on such policies, procedures, and standards.

15.5 應用強化。如果供應商正為埃森哲提供任何軟體（包括軟體即服務或基於雲的軟體）的訪問權或使用權，供應商將遵守第 15.5 條的規定。供應商將維持和實施符合行業標準操作（例如 SANS 安全開發技術和程式設計中前 35 種常見安全錯誤，以及 OWASP 前十大專案）的安全應用開發政策、流程和標準。這適用於網路應用程式、移動應用程式、嵌入式軟體和固件開發。所有負責應用程式設計、開發、配置、測試和部署的人員都應具有執行此類操作的資格，並接受有關此類政策、流程和標準的適當培訓。

15.6 Infrastructure Vulnerability Scanning. Supplier will scan its internal environments (e.g., servers, network devices, etc.) related to Deliverables monthly and external environments related to Deliverables weekly. Supplier will have a defined process to address any findings but will ensure that any high-risk vulnerabilities are addressed within 30 days.

15.6 基礎設施漏洞掃描。供應商將每月掃描與交付成果相關的內部環境（例如，伺服器、網路設備等等）和每週掃描與交付成果相關的外部環境。供應商對任何掃描結果的處理將有一個明確的流程，而且確保在 30 天內解決任何高風險漏洞。

15.7 Application Vulnerability Assessment. Supplier will comply with this Section 15.7 if Supplier is providing Accenture with access to or the use of any software, including software-as-a-service or cloud-based software. Supplier will perform an application security vulnerability assessment prior to any new release. The test must cover all application and/or software vulnerabilities defined by the OWASP or those listed in the SANS Top Cyber Security Risks or its successor current at the time of the test. Supplier will ensure all high-risk vulnerabilities are resolved prior to release. Supplier will provide a summary of the test results including any open remediation points upon request. Supplier will have a defined process to address any findings but will ensure that any high-risk vulnerabilities are addressed within 30 days

15.7 應用漏洞評估。如果供應商正為埃森哲提供任何軟體（包括軟體即服務或基於雲的軟體）的訪問權或使用權，供應商應遵守第 15.7 條的規定。供應商將在發佈任何新版本之前執行應用安全性漏洞評估。測試必須涵蓋所有在 OWASP 中定義的或者在 SANS 中列出的最高網路安全風險或其後在測試時的出現的後續應用和/或軟體漏洞。供應商將確保在發佈之前解決所有高風險漏洞。供應商將應要求匯總測試結果，包括任何尚未修復的漏洞。供應商對任何結果的處理將有一個明確的流程，而且確保在 30 天內解決任何高風險漏洞。

15.8 Penetration Tests and Security Evaluations of Websites. Supplier will perform a comprehensive penetration test and security evaluation of all systems and websites involved in providing Deliverables prior to use and on a recurring basis no less frequent than quarterly. Supplier will have an industry recognized independent third party perform one of the quarterly tests. Supplier will have a defined process to address any findings but any high-risk vulnerabilities must be addressed within 30 days. Supplier will provide a summary of such tests and evaluations, including any open remediation points, to Accenture upon request.

15.8 網站滲透測試和安全評估。供應商將對所有提供服務的系統和網站在使用之前進行綜合滲透測試和安全評估，並且至少每個季度進行一次。供應商將委託一個行業認可的獨立協力廠商執行其中一次季度測試。供應商對任何結果的處理都將有一個明確的流程，而且任何高風險漏洞必須在 30 天內得到解決。供應商將應要求向埃森哲匯總此類測試和評估，包括任何未修復的漏洞。

15.9 Asset Management. Supplier will: i) maintain an asset inventory of all media and equipment where Accenture Data is stored. Access to such media and equipment will be restricted to authorized Personnel; ii) classify Accenture Data so that it is properly identified and access to it is appropriately restricted; iii) maintain an acceptable use policy with restrictions on printing Accenture Data and procedures for appropriately disposing of printed materials that contain Accenture Data when such data is no longer needed under the Agreement; iv) maintain an appropriate approval process whereby Supplier's approval is required prior to its Personnel storing Accenture Data on portable devices, remotely accessing Accenture Data, or processing such data outside of Supplier

facilities. If remote access is approved, Personnel will use multi-factor authentication, which may include the use of smart cards with certificates, One Time Password (OTP) tokens, and biometrics.

15.9 資產管理。供應商將 i) 為存放埃森哲資料的所有介質和設備維持一份資產清單。僅限於授權人員訪問此類介質和設備；ii) 對埃森哲資料進行分類，以便恰當地識別並限制對埃森哲資料的訪問；iii) 維持一份認可的使用政策，限制列印埃森哲資料以及按照本協議規定不再需要這些埃森哲資料時恰當處理這些列印材料的程式；iv) 維持恰當的審批流程，供應商人員將埃森哲資料存儲於可攜式設備、遠端存取埃森哲資料或在供應商設施外處理此類資料之前需獲得供應商的批准。如果批准遠端存取，人員將使用多因素身份認證，可以包含使用有證書的智慧卡、一次性密碼（OTP）口權杖和生物識別。

15.10 Access Control. Supplier will maintain an appropriate access control policy that is designed to restrict access to Accenture Data and Supplier assets to authorized Personnel. Supplier will require that all accounts have complex passwords that contain letters, numbers, and special characters, be changed at least every 90 days, and have a minimum length of 8 characters.

15.10 存取控制。供應商將維持一個適當的存取控制政策，旨在限制授權人員訪問埃森哲資料和供應商資產。供應商將要求所有帳戶必須設定包含字母、數位和特殊字元的複雜密碼，至少每 90 天更改一次，至少有 8 個字元的長度。

15.11 Cryptography. Supplier will maintain policies and standards on the use of cryptographic controls that are implemented to protect Accenture Data.

15.11 加密。供應商將維持為保護埃森哲資料而實施的加密控制項使用政策和標準。

15.12 Secure Disposal or Reuse of Equipment. Supplier will verify that all Accenture Data has been deleted or securely overwritten using Industry Standard processes, prior to disposal or re-use of equipment containing storage media.

15.12 設備的安全處置或重新使用。供應商將在處置或重新使用包含存儲介質的設備之前，驗證是否已經採用行業標準流程刪除或安全重寫了所有埃森哲資料。

15.13 Operations Security. Supplier must enable logging and monitoring on all operating systems, databases, applications, and security and network devices that are involved in providing Deliverables. Supplier will maintain anti-malware controls that are designed to protect systems from malicious software, including malicious software that originates from public networks. In addition, Supplier will use anti-malware software (of Industry Standard or better quality), maintain such software at the then current major release, purchase maintenance & support available from the vendor for such software, and promptly implement new releases and versions of such software.

15.13 操作安全。供應商必須對其交付成果中含有的所有作業系統、資料庫、應用程式以及安全和網路設備上啟用日誌記錄和監控。供應商將維持旨在防止系統遭受到惡意軟體（包括源自公共網路的惡意軟體）侵害的反惡意軟體控制項。此外，供應商將使用（符合或高於行業標準的）反惡意軟體，在當時的主要版本上維護此類軟體，從此類軟體的供應商處購買維保服務，以及立即實施此類軟體的新版本。

15.14 Information Transfer and Storage. Supplier will use Industry Standard encryption to encrypt Accenture Data that is in transit. Supplier will also use Industry Standard encryption to restrict access to Accenture Data stored on physical media that is transported outside of Supplier facilities.

15.14 資訊傳輸和存儲。供應商將使用行業標準加密來對傳輸中的埃森哲資料進行加密。供應商同時將使用行業標準加密方法來限制訪問存儲於物理介質上（在供應商設備之外運輸）的埃森哲資料。

15.15 Workstation Encryption. Supplier will require hard disk encryption of at least 256-bit Advanced Encryption Standard (AES) on all workstations and/or laptops used by Personnel where such Personnel are accessing or processing Accenture Data.

15.15 工作站加密。對人員訪問和處理埃森哲資料所使用的所有工作站和/或筆記型電腦，供應商將以至少 256 位元組高級加密標準（AES）進行硬碟加密。